

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

MIDAMINES SPRL LTD.

Plaintiff,

v.

KBC BANK N.V.;

KBC GROUP N.V.

Defendants \_\_\_\_\_/

Case No. 18-cv-1489

Honorable John J. Tharp, Jr.

**DECLARATION OF HASSAN A. ABBAS**

I, Hassan A. Abbas, hereby declare, pursuant to 28 U.S.C. §1746, as follows:

1. I have personal knowledge of the following and I would be competent to testify thereto. I am an Illinois licensed attorney in good standing since 1991 (IL. ARDC No. 6206474), I am representing the Plaintiff, Midamines Sprl Ltd., an Illinois corporation, which was duly incorporated in Illinois in 2012, and it is a separate legal entity, established under Illinois law.
2. This declaration is in support of Plaintiff's opposition to the motion to dismiss, and Plaintiff's motion to strike the improper declarations of Peter Vanhuysse, and Diane Grimmig, and Jan Berkers, or portions thereof.
3. Attached as **Exhibit 1**, is the *BankNet* report on the KBC Bank N.V., New York, NY which was established in New York in 1977, at 1177 Avenue of the Americas, NY, NY 10039. KBC Bank has been doing in the United States for over 40 years and KBC has long term and significant contacts with the United States as a whole.
4. Attached as **Exhibit 2**, is the KBC Bank's U.S. Resolution Plan.
5. Attached as **Exhibit 3**, is an exhibit relative to the cashier's certified bank check deposits in the United States, including but not limited to, USD check for \$35,110.72, drawn on KBC Bank NV New York, which was deposited on or around October 4, 2012 to the PNC account of Midamines Sprl Ltd., in Illinois. This was paid initially in October 11, 2012 and two weeks later

unlawfully stolen and reversed by KBC without legal authority, and in violation of the banking laws, RICO laws, and Illinois UCC. The Belgian Euro check for 56,4514.73 was deposited to the Illinois Citibank account of Midamines Sprl Ltd., but was never paid, and the check was stolen and never returned by KBC Bank. Both checks had to go through a collection process and were not automated payments. KBC had to manually verify and/or insert the Illinois bank routing numbers relative to the USD check which originally did not have the Illinois routing number printed at the bottom (*U.S. checks normally have the bank routing number and account number printed at the bottom*) but the Belgian checks do not. KBC had to verify and/or insert and transmit the Illinois routing and account numbers manually. KBC knew from the Illinois bank routing numbers, which the KBC had manually verified and/or inserted during the collection process, that payment was made to Illinois. Having made the payment to Illinois on or around 10/11/2012 (*See “Capture date” and See “Posted date”*), KBC knew that payment was being pulled from Illinois, from Plaintiff Midamines Sprl Ltd.’s account, on or around 10/22/12, and KBC intentionally targeted Illinois with its mail and wire fraud and falsely asserted a “*provisional debit*” payment to the bank in Illinois and/or wire providers when it was a final payment under the law and it was irrevocable. KBC document shows it was (*See Record Type: “debit”*) and there was nothing “*provisional*” about it nor mentioned. The USD check posted on October 11, 2012, and account of Antwerp Diamond Bank was debited, and the account of Midamines Sprl Ltd., in Illinois, credited for \$35,110.72, and it was a final payment under the law, and under the U.C.C.’s “Midnight Deadline” rule and “Final Payment” rule. After unlawfully stealing the Plaintiff’s money from Illinois, KBC Bank transported and/or caused to be wired the stolen money across interstate lines from Illinois to KBC Bank New York. KBC Bank’s tortious conduct and conversion was in Illinois. For the past six years, KBC Bank has

refused to return the money that KBC Bank has stolen from Plaintiff and Midamines Sprl Ltd, both \$35,110.72 and Euros 56,414.73. The USD check image, with “Stop Payment” is different from the original USD check which does not have the Illinois routing numbers and account numbers printed at the bottom. KBC knew payment was to Illinois as the Illinois routing numbers had to be manually added and/or verified by KBC.

6. Attached as **Exhibit 4**, is the U.S. Department of State country report on the Democratic Republic of Congo; which states that the judicial system in Congo lacks due process and lacks independence and there is corruption at all levels of government. The report also states that in the Congo, the judges are subject to coercion and influence.

7. Attached as **Exhibit 5**, is the motion to strike the declaration of Peter Vanhuysse

8. Attached as **Exhibit 6**, is the motion to strike the declarations of Diane Grimmig and Jan Berkers.

9. Attached as **Exhibit 7**, is Article 624 of the Belgian Judiciary Code and a sworn translation.

10. Attached as **Exhibit 8**, is the *KBC Group N.V. website’s report* relative to KBC Bank N.V. which states:

“The simplified schematic shows KBC Group’s legal structure, which has one single entity – KBC Group NV – in control of two underlying companies, viz. KBC Bank and KBC Insurance. KBC Group’s shares are traded publicly on Euronext Brussels. All of KBC Bank’s shares are held (directly and indirectly) by KBC Group NV.” (See <https://www.kbc.com/en/kbc-bank-versus-kbc-group>)

11. Attached as **Exhibit 9**, is an email from KBC’s counsel, Alvin Lee confirming KBC has rejected all settlement proposals, and shows the defendant’s continuing conversion and theft, which is necessitating the entire litigation for the past six years in order for Plaintiff to recover its funds which are stolen by KBC.

I declare under penalty of perjury under the laws of Illinois and the United States that the foregoing is true and correct.

Executed on July 26, 2018

*s/ Hassan A. Abbas*